

For: ☒ U.S. and/or ☒ Foreign Rights  
For: ☒ U.S. Application or ☐ U.S. Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged,  
ASSIGNOR:

- (1) Full Name of Inventor: Fangming KONG  
Residence: 620 Birch Avenue, River Vale, N.J. 07675  
Citizenship: China

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- (2) Full Name of Inventor: Guy Thomas CARTER  
Residence: 350 Phillips Hill Road, New City, N.Y. 10956  
Citizenship: United States of America

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- (3) Full Name of Inventor: Scott William LUCKMAN  
Residence: 289 Conklintown Road, Ringwood, N.J. 07456  
Citizenship: United States of America

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- (4) Full Name of Inventor:  
Residence:  
Citizenship:

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- (5) Full Name of Inventor:  
Residence:  
Citizenship:

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- (6) Full Name of Inventor:  
Residence:  
Citizenship:

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hereby sells, assigns and transfers to ASSIGNEE:

Wyeth Holdings Corporation



and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**ANTIBIOTICS AW998A, AW998B, AW998C AND AW998D**

and invented by ASSIGNOR and the following additional inventors, if any:

and which is found in

[check and complete (a), (b), (c), (d) or (e)]

- (a) ☒ U.S. patent application executed on even date herewith.  
 (b) ☐ U.S. patent application executed on:  
 (c) ☐ U.S. provisional application, not yet filed, naming the above inventor(s) for the above-entitled invention  
       ☐ Express mail label no.:  
 (d) ☐ U.S. application Application No.        filed on:  
 (e) ☐ U.S. Patent No.        issued on:

[also check (f) if foreign application(s) is(are) also being assigned]

- (f) ☒ and any legal equivalent thereof in a foreign country,

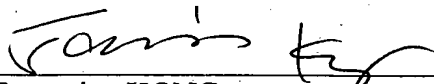
including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to its ASSIGNEE.

  
Fangming KONG L.S. July 11, 2003  
Date

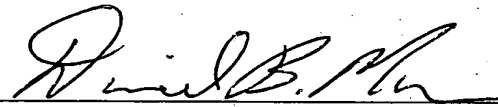
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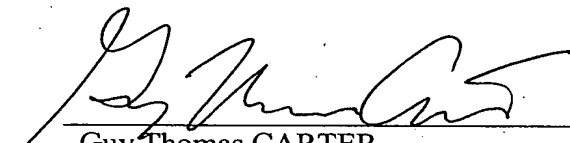
State of New York }  
County of Rockland }  
ss:

On the 11<sup>th</sup> day of July 2003, Fangming KONG personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

**DANIEL B. MORAN**  
Notary Public, State of New York  
No. 01MO4944023

Qualified in Rockland County  
Commission Expires Nov. 14, 2006

  
Notary Public

  
Guy Thomas CARTER L.S. July 11 2003  
Date

ACKNOWLEDGMENT

State of New York }  
County of Rockland }  
ss:

On the 11<sup>th</sup> day of July 2003, Guy Thomas CARTER personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

**DANIEL B. MORAN**  
Notary Public, State of New York  
No. 01MO4944023

Qualified in Rockland County  
Commission Expires Nov. 14, 2006

  
Notary Public

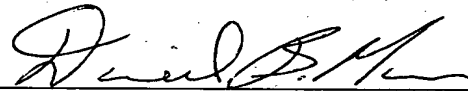
Scott William LUCKMAN L.S. July, 11 2003 Date

ACKNOWLEDGMENT

State of New York }  
County of Rockland } ss:

On the 11<sup>th</sup> day of July 2003, Scott William LUCKMAN personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

DANIEL B. MORAN  
Notary Public, State of New York  
No. 01MO4944023

  
Notary Public

Qualified in Rockland County  
Commission Expires Nov. 14, 2006

L.S. Date

ACKNOWLEDGMENT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ 2003, \_\_\_\_\_ personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

\_\_\_\_\_  
Notary Public